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## PRINTZ v. McLEOD et al.

Nov. 18, 1920.

[104 S. E. 818.]

**1. Wills (§ 552 (1\*))—Heirs of Remainderman Who Predeceased Testator Took in Remainder.**—Where testator gave to his second wife for life, then to his son by his first wife, and the son died before testator, the heirs of such son took in remainder under the will.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 602; 11 Va.-W. Va. Enc. Dig. 836.]

**2. Specific Performance (§ 52\*)—Mutual Mistake Sufficient to Bar Enforcement.**—Where the language employed in a contract has been used under a mutual mistake as to its application, the minds of both parties having been misled by such mistake, so that they did not meet, such mutual mistake is sufficient to bar specific performance of the contract at the suit of either party.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 521.]

**3. Specific Performance (§ 52\*)—Mutual Mistake of Aunt and Nephew Relative to Land to Be Devised Bars Nephew's Remedy.**—Where aunt and nephew, in contracting that the aunt should give her nephew her property in consideration of support, acted under a mutual mistake in believing that the language employed in the contract, general in its terms, did not embrace any legal interest of the aunt in certain land purchased by her husband partly with her funds, title to which was taken in her name with him, such mutual mistake prevented the minds of the parties meeting as to such land and bars the nephew's remedy of specific performance after the aunt's death.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 521.]

**4. Evidence (§ 461 (1\*))—Parol Evidence Admissible to Restrict Meaning of Unduly Broad Language Used in Contract.**—Where the language of a contract is broader than the meaning of the parties, parol evidence is admissible to narrow and restrict the meaning of the language used to accord with the actual meanings of the parties.

[Ed. Note.—For other cases, see 10 Va.-W. Va. Enc. Dig. 724.]

Appeal from Circuit Court, Page County.

Suit by Raymond C. Printz against Robert McLeod and others. From decree dismissing the bill, complainant appeals. Affirmed.

Thereafter in May, 1918, the appellant filed his bill in this suit.

*Broun & Price* and *S. Hamilton Graves*, all of Roanoke, for appellant.

*Waller R. Staples*, of Roanoke, and Wm. F. Keyser, of Luray, for appellees.

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.